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IT IS SO ORDERED.

DATED: 5/24/2019

*Alicia G. Rosenberg*  
UNITED STATES MAGISTRATE JUDGE

7 Attorneys for Plaintiff

NOTE CHANGES MADE BY THE COURT

8 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
9 A Limited Liability Partnership

Including Professional Corporations

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15 HRA 9<sup>th</sup> & Flower, LP and  
Ralphs Grocery Company

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18 UNITED STATES DISTRICT COURT

19 CENTRAL DISTRICT OF CALIFORNIA

21 Brian Whitaker,

Case No. 2:18-cv-07803-RGK-AGR  
Honorable R. Gary Klausner

22 Plaintiff,

23 v.

24 HRA 9<sup>th</sup> & Flower, LP, a Delaware  
25 Limited Partnership;  
Ralphs Grocery Company, an  
Ohio Corporation; and Does 1-10,

STIPULATED CONFIDENTIALITY  
AND PROTECTIVE ORDER

26 Defendant.

Action Filed: September 6, 2018  
Trial Date: None Set

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1       The parties hereby stipulate that the following provisions shall apply to all  
2 discovery in this litigation, to govern the use and dissemination of information,  
3 documents, and other tangible items designated as CONFIDENTIAL  
4 INFORMATION as set forth below:

5       1. Designation of Confidential Information

6        This Confidentiality and Protective Order applies to all discovery in this  
7 action whether directed to the Parties or third parties. Confidential *that designate material as confidential  
under this Order.*  
8 information is information, documents or other material that concerns or  
9 relates to personal, private, confidential, commercially sensitive, and/or  
10 proprietary information of the Parties which the Parties would normally not  
11 reveal to third parties or would cause third parties to maintain in confidence,  
12 including, without limitation, trade secrets, website design, non-publically  
13 available financial data, contracts and agreements, current and future business  
14 plans, marketing research, development or commercial information,  
15 projections, analyses or studies, costs, pricing, or purchasing information,  
16 training and operation policies and procedures, sensitive medical information,  
17 personal identifying information, and other non-public, confidential  
18 information (“CONFIDENTIAL INFORMATION”).

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20       A Party may designate information as CONFIDENTIAL INFORMATION by  
21 placing a stamp or notice stating “CONFIDENTIAL” prior to production.  
22 The designation shall be placed on the first page of each document which is  
23 bound, stapled, or otherwise affixed by a permanent or semi-permanent  
24 means of attachment, and on each page of any document not so affixed. If  
25 information is produced in electronic format, such information may be  
26 designated as CONFIDENTIAL INFORMATION by placing a stamp or  
27 notice on the storage medium.  
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1       With respect to documents produced by third parties, designation may be  
2       made within 45 days after receipt by counsel. With respect to documents  
3       made available for inspection and copying, designation need not be made  
4       until after inspection and selection by counsel. Any such designated  
5       documents shall be stamped “CONFIDENTIAL” by the copying service  
6       selected by the inspecting Party.

7       Information disclosed at a deposition (including without limitation, questions,  
8       answers and exhibits) may be designated as CONFIDENTIAL  
9       INFORMATION by a statement on the record, or in writing within 30 days  
10      after completion of the original transcript of the deposition. The entire  
11      deposition transcript may not be labeled as CONFIDENTIAL  
12      INFORMATION, rather, only specific lines that contain CONFIDENTIAL  
13      INFORMATION may be so designated. If only a portion or portions of the  
14      information or item warrant protection, the Designating Party, to the extent  
15      practicable, shall identify the protected portion(s).

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17     2. Subsequent Designation

18       Information or documents inadvertently disclosed without being designated as  
19       CONFIDENTIAL INFORMATION may be subsequently designated as such  
20       with written notice of that designation and a replacement copy, marked in  
21       accordance with this Protective Order. There will be no breach of this  
22       Protective Order for any disclosure made prior to receipt of such notice that  
23       would otherwise have been authorized by this Protective Order but for the  
24       subsequent designation. Upon correction of a designation, the Receiving  
25       Party must make reasonable efforts to ensure that the material is treated in  
26       accordance with the provisions of this Protective Order.

27     3. Challenging Designation  
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1 A Party may challenge the designation of any document as  
2 “CONFIDENTIAL INFORMATION” under this Protective Order by  
3 notifying the Designating Party in writing of said challenge, including the  
4 identity of each document to which the challenge is directed and the bases  
5 supporting the challenge. Within seven (7) days of receipt of such challenge,  
6 the Parties shall meet-and-confer in good faith in an effort to resolve the  
7 matter informally. If the Parties are unable to resolve their dispute, the  
8 Challenging Party must file a motion to determine the propriety of the  
9 challenged designation. Any motion challenging a designation shall be made  
10 in strict compliance the Local Rules of the Central District of California,  
11 including the Joint Stipulation requirement. Until the Court rules on the  
12 challenge, all Parties shall continue to treat the material as confidential. The  
13 Designating Party shall bear the burden of demonstrating that confidential  
14 treatment is warranted.

15 4. Permissible Disclosures

16 Material designated as CONFIDENTIAL INFORMATION shall be used only  
17 for the prosecution or defense of this litigation and for no other purpose, and  
18 may not be disclosed to any person other than:

- 19 A. The Court and its personnel;
- 20 B. Any mediator or settlement officer that may be retained by the  
21 Parties;
- 22 C. The Parties and their agents, independent contractors, and  
23 employees who have a reasonable need to know such information;
- 24 D. The Parties’ counsel of record, including their support staff;
- 25 E. Consultants or experts retained by any Party for purpose of  
26 assisting in the preparation, investigation, or presentation of claims or  
defenses in this litigation;

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1 F. Copy, data, hosting, court reporters, and other providers of  
2 litigation services retained by the Parties for the purposes of this  
3 litigation; and

4 G. A witness in this litigation that may be examined and may testify  
5 concerning CONFIDENTIAL INFORMATION.

6 Any person to whom CONFIDENTIAL INFORMATION is shown and falls  
7 within paragraph (B) or (E) shall agree in writing to be bound by the terms of  
8 this Protective Order by signing an "Agreement to be Bound by Protective  
9 Order" attached as Exhibit A hereto. The original, executed Agreement to be  
10 Bound by Protective Order signed by persons receiving CONFIDENTIAL  
11 INFORMATION shall be maintained by counsel who obtained the agreement  
12 and shall be produced to the Designating Party at his written request.

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14 Notwithstanding any restrictions in this Confidentiality and Protective Order  
15 regarding the use or disclosure of materials designated as CONFIDENTIAL  
16 INFORMATION, nothing contained herein shall prevent any Party from  
17 disclosing its own CONFIDENTIAL INFORMATION as deemed  
18 appropriate. In addition, nothing contained herein shall prevent any Party  
19 from disclosing or using information designated as CONFIDENTIAL  
20 INFORMATION that it received from a source other than the discovery  
21 process in this action.

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23 5. Protection from Disclosure

24 Anyone in possession of CONFIDENTIAL INFORMATION shall take  
25 reasonable measures to bar access to the designated information by anyone  
26 not allowed access pursuant to the terms of this Confidentiality and Protective  
27 Order. If anyone subject to this Confidentiality and Protective Order receives  
28 a subpoena or other process to produce CONFIDENTIAL INFORMATION,  
then the recipient shall promptly give notice of the same to the Designating

1 Party's counsel. The recipient may not produce any CONFIDENTIAL  
2 INFORMATION prior to the date specified for production to afford the  
3 Designating Party an opportunity to object to the process and seek protection  
4 from the Court.

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 CONFIDENTIAL INFORMATION to any person or in any circumstance not  
7 authorized under this Protective Order, the Receiving Party must immediately  
8 (a) notify in writing the Designating Party of the unauthorized disclosures, (b)  
9 make reasonable efforts to retrieve all unauthorized copies, notes, excerpts  
10 and summaries of the CONFIDENTIAL INFORMATION, and (c) inform the  
11 person or persons to whom unauthorized disclosures were made of all the  
12 terms of this Protective Order. However, nothing contained in this  
13 Confidentiality and Protective Order is intended or should be construed as  
14 authorizing a party in this action to disobey a lawful subpoena issued in  
15 another action.

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17 6. Filing and Use in Court of Designated Confidential Documents

18 If any papers to be filed with the Court contain information and/or documents  
19 that have been designated as "Confidential Information," the proposed filing  
20 shall be accompanied by an application to file the papers or the portion  
21 thereof containing the designated information or documents (if such portion is  
22 segregable) under seal; and the application shall be directed to the judge to  
23 whom the papers are directed. For motions, the parties shall publicly file a  
24 redacted version of the motion and supporting papers.

25 The foregoing procedures do not apply to the use of CONFIDENTIAL  
26 INFORMATION during trial. The Parties agree to meet-and-confer in  
27 advance of the final pretrial conference to discuss the use of  
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1 CONFIDENTIAL INFORMATION at trial in a manner acceptable to the  
2 Parties and the Court. *Confidential Information used at trial  
shall become public absent a separate court order  
upon motion and a sufficient showing.*

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4 Non-Termination

5 The provisions of this Confidentiality and Protective Order shall not terminate  
6 at the conclusion of this action and the obligation to comply shall continue  
7 indefinitely thereafter. Following the conclusion of this litigation (defined as  
8 the end of this matter by trial, motion, or settlement and, if concluded by  
9 motion or trial, the exhaustion of available appeals or the running of time for  
10 taking such appeals, as provided by applicable law), the Parties subject to this  
11 Protective Order shall, upon request of the Designating Party, make  
12 reasonable efforts to return or destroy all copies of CONFIDENTIAL  
13 INFORMATION, but are not required to return or destroy attorney work  
14 product or pleadings that may include or quote from CONFIDENTIAL  
15 INFORMATION. As used in this subdivision, "all Confidential Material"  
16 includes all copies, abstracts, excerpts, and any other format reproducing or  
capturing any CONFIDENTIAL INFORMATION.

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18 **IT IS SO STIPULATED.**

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20 Dated: May 15, 2019

21 CENTER FOR DISABILITY ACCESS

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23 By

24 */s/ Sara N. Gunderson*  
25 SARA N. GUNDERSON  
26 Attorneys for Plaintiff Luis Marquez

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1 Dated: May 15, 2019

2 SHEPPARD, MULLIN, RICHTER & HAMPTON  
3 LLP

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5 By \_\_\_\_\_ /s/ Michael J. Chilleen  
6 GREGORY F. HURLEY  
7 MICHAEL J. CHILLEEN  
8 Attorneys for Defendants  
9 HRA 9<sup>th</sup> & Flower, LP and  
Ralphs Grocery Company

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